Company Tracking Number: FBA - SINGLE PURCHASE PAYMENT

TOI: A051 Individual Annuities- Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: FBA - Single Purchase Payment

Project Name/Number:

# Filing at a Glance

Company: Massachusetts Mutual Life Insurance Company

Product Name: FBA - Single Purchase SERFF Tr Num: MASS-125597175 State: ArkansasLH

Payment

TOI: A05I Individual Annuities- Immediate Non- SERFF Status: Closed State Tr Num: 38654

Variable

Sub-TOI: A05I.000 Annuities - Immediate Non- Co Tr Num: FBA - SINGLE Status: Approved-Closed

variable PURCHASE PAYMENT

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Diane Decoteau, Frances Disposition Date: 04/17/2008

Henderson, Mary Ellen Smith

Date Submitted: 04/09/2008 Disposition Status: Approved

Implementation Date Requested: 07/01/2008 Implementation Date:

State Filing Description:

#### **General Information**

Project Name: Status of Filing in Domicile: Pending

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 04/17/2008
State Status Changed: 04/17/2008
Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Please See Cover Letter.

Company Tracking Number: FBA - SINGLE PURCHASE PAYMENT

TOI: A051 Individual Annuities - Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: FBA - Single Purchase Payment

Project Name/Number:

# **Company and Contact**

#### **Filing Contact Information**

Diane Decoteau, Ddecoteau@MassMutual.com

1295 State Street (860) 562-2715 [Phone] Springfield, MA 01111-0001 (860) 562-6009[FAX]

**Filing Company Information** 

Massachusetts Mutual Life Insurance Company CoCode: 65935 State of Domicile: Massachusetts

1295 State Street Group Code: 435 Company Type:

MIP: M381

Springfield, MA 01111 Group Name: State ID Number:

(800) 767-1000 ext. [Phone] FEIN Number: 04-1590850

-----

# **Filing Fees**

Fee Required? Yes

Fee Amount: \$225.00 Retaliatory? Yes

Fee Explanation: Retaliatory fee is \$75 per form. 3 forms x \$75.00 = \$225.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Massachusetts Mutual Life Insurance Company \$225.00 04/09/2008 19394321

Company Tracking Number: FBA - SINGLE PURCHASE PAYMENT

TOI: A051 Individual Annuities - Immediate Non-Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: FBA - Single Purchase Payment

Project Name/Number:

# **Correspondence Summary**

#### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	04/17/2008	04/17/2008

Company Tracking Number: FBA - SINGLE PURCHASE PAYMENT

TOI: A051 Individual Annuities- Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: FBA - Single Purchase Payment

Project Name/Number: /

# **Disposition**

Disposition Date: 04/17/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: FBA - SINGLE PURCHASE PAYMENT

TOI: A051 Individual Annuities - Immediate Non-Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: FBA - Single Purchase Payment

Project Name/Number:

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Statement of Variability		Yes
Form	SINGLE PURCHASE PAYMENT IMMEDIATE ANNUITY ENDORSEMEN	NT	Yes
Form	CONTRACT SCHEDULE		Yes
Form	Immediate Annuity Application For Contract Form MMFBA-05		Yes

 ${\it Company Tracking Number:} \qquad {\it FBA-SINGLE PURCHASE PAYMENT}$ 

TOI: A051 Individual Annuities - Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: FBA - Single Purchase Payment

Project Name/Number: /

# Form Schedule

Lead Form Number: SP-MMFBA

Review	Form	Form Type	Form Name	Action	Action Specific	Readability	Attachment
Status	Number				Data		
	SP-MMFBA	APolicy/Conf	SINGLE PURCHASE	Elnitial		50	SP-MMFBA
		ract/Fraterr	PAYMENT				Endorsement.
		al	IMMEDIATE				pdf
		Certificate:	ANNUITY				
		Amendmer	ENDORSEMENT				
		t, Insert					
		Page,					
		Endorseme	)				
		nt or Rider					
	MMFBA-08	Schedule	CONTRACT	Initial		52	MMFBA-
		Pages	SCHEDULE				08.pdf
	AFBA-SA-	Application	/Immediate Annuity	Initial		50	AFBA-SA-08
	08	Enrollment	Application For				JDoe App.pdf
		Form	Contract Form				
			MMFBA-05				

# MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY [1295 State Street Springfield, MA 01111-0001]

#### SINGLE PURCHASE PAYMENT IMMEDIATE ANNUITY ENDORSEMENT

This Endorsement modifies the Contract to which it is attached. In case of a conflict with any provision in the Contract, the provisions of this Endorsement will control.

#### A. <u>Definitions</u>:

The definitions listed below are hereby modified as follows:

Additional Purchase Payments and Initial Purchase Payment definitions no longer apply to the Contract.

**Annuity Purchase Rate** definition is revised to read: "the rate used to calculate the amount of income purchased under the applicable Annuity Income Benefit with the Net Purchase Payment".

**Net Purchase Payment** definition is revised to read: "an amount equal to the Single Purchase Payment less any applicable premium tax".

The following definition is hereby added to the Contract:

**Single Purchase Payment** – the purchase payment made to put this contract in force. The Single Purchase Payment is the only purchase payment that may be applied to the contract.

#### **B.** Provisions and Contract Sections:

The provisions listed below are hereby modified as follows:

**State Premium Taxes** provision is revised to read: "Any state premium taxes We must pay may be deducted from the Single Premium Payment".

**Processing Date** provision is revised to read: "If the due date for any activity required by the Contract falls on a non-business day, the activity will be performed on the first business day following such date.

The FLEXIBLE PURCHASE PAYMENTS section is changed to the SINGLE PURCHASE PAYMENT section. The section shall read in its entirety as follows:

**General.** The Single Purchase Payment buys Pension Income Benefits and, if applicable, any other Annuity Income Benefits selected by You. The Single Purchase Payment is paid as of the Contract Date. We reserve the right to reject the purchase payment if it does not conform to the purchase payment requirements on the Schedule Page. We reserve the right to reject the purchase payment if it does not comply with federal or state law.

SP-MMFBA Page 1 of 2

The brief description of the Contract on the back cover is modified as follows:

#### SINGLE PAYMENT IMMEDIATE ANNUITY CONTRACT Flexible Income Benefits

# THIS CONTRACT IS PARTICIPATING. WE DO NOT EXPECT THAT ANY DIVIDENDS WILL BE PAYABLE ON THIS CONTRACT

#### C. Additional changes and modifications to the Contract:

All references in the Contract to "Flexible Purchase Payments" shall be changed to read "Single Purchase Payment".

All references in the Contract to "Initial Purchase Payment" shall be changed to read "Single Purchase Payment".

The following hereby replaces the language in the OWNER'S RIGHTS provision appearing in the OWNER AND OWNERSHIP RIGHTS section of the Contract:

#### **Owner's Rights:**

- 1. As long as the Owner is living and unless otherwise provided in this contract, You may exercise all rights and privileges provided in this contract or allowed by Us, such as:
  - select an Annuity Income Benefit and specify the start of Annuity Payments;
  - name or change the Payee for any Annuity Income Benefit selected to the extent allowed by law; and
  - make exchanges and modifications involving the various Annuity Income Benefits.
- 2. Upon the Owner's death:
  - If the Owner was not an Annuitant or Joint Annuitant under the contract, then the named Beneficiary becomes the Owner and may exercise all ownership rights provided under the contract.
  - If the Owner was an Annuitant or Joint Annuitant under the contract and the Survivor Income Benefit was elected then the surviving Annuitant becomes the Owner and may exercise all ownership rights provided under the contract.
  - If the Owner was the last surviving Annuitant and the Legacy Income Benefit was elected, the Beneficiary becomes the Owner and has the right to receive any remaining payments due under the Legacy Income Benefit.
- 3. Upon the last surviving Annuitant's death:

Shuad /len

- If the Owner was not an Annuitant or Joint Annuitant under the contract and the Legacy Income Benefit was elected, then the named Beneficiary becomes the Owner and may exercise all ownership rights provided under the contract.
- If the Owner was not an Annuitant or Joint Annuitant under the contract and the Legacy Income Benefit was not elected, the contract terminates.

Signed for Massachusetts Mutual Life Insurance Company by:

[PRESIDENT]

[SECRETARY]

SP-MMFBA Page 2 of 2

#### **CONTRACT SCHEDULE**

#### PERSONAL INFORMATION

Contract Date: [09/15/2005]
Contract Number: [123456789]
Owner: [John Adams]

Annuitant: [John Adams, Male 65]

Joint Annuitant: [Abigail Adams, Female 62]

Beneficiary: [Samuel Adams]

#### **PURCHASE PAYMENT INFORMATION**

Single Purchase Payment Amount: [\$100,000]

Pension Income Payment: [\$376.50]

Income Benefit Start Date: [10/15/2005]

Annuity Payment Frequency: [Monthly]

Survivor Income Benefit Percentage: [67%]

Legacy Income Benefit Percentage: [50%]

Legacy Income Benefit End Date: [09/15/2032]
Benefit Adjustments: [COLA]

If the Cost of Living Increase Benefit is elected, the maximum increase will be [5%] prior to age [90], and [3%] thereafter.

Designated CPI Calendar Month: [July]
CPI Participation Percentage: [100%]

#### **ANNUITY INCOME BENEFIT RULES**

Minimum Income Benefit Percentages:

Survivor Income Benefit: 50% Legacy Income Benefit: 25%

Maximum Exchange Age: 90

Minimum Survivor and Legacy Income Benefit Percentages are expressed as a percentage of the Pension Income Benefit. If the Survivor Income benefit is elected, upon the death of either the Annuitant or the Joint Annuitant, the Legacy Income Benefit becomes a percentage of the Survivor Income Benefit. The Legacy Income Benefit percentage will bear the same relationship to the Survivor Income Benefit as it did prior to the death of either the Annuitant or Joint Annuitant.

MMFBA-08 3-1

#### **CONTRACT SCHEDULE (Continued)**

#### **PURCHASE RATE BASIS CALCULATION**

Current Annuity Purchase Rates – Rates will be based on Our current pricing assumptions, subject to not being less favorable than those determined using mortality, maximum interest rate deduction, and maximum premium load as follows:

Mortality Basis: Rates will be [85%] of [A2000] mortality table

with [100%] of projection scale [G].

Maximum Interest Rate Deduction: [1%]

Maximum Premium Load: [5%]

**OTHER** 

Service Center: [1295 State Street, Springfield,

Massachusetts 01111-0001 or 1-800-234-

2865]

Commuted Value of Legacy Income Benefit: [The commuted value on any day will be based

on discount rates equivalent to those used to determine the annuity purchase rates on that

day.]

#### **ENDORSEMENTS/RIDERS**

[Individual Retirement Annuity Endorsement]
[Exchange and Modification Provision Endorsement]
[Single Purchase Payment Immediate Annuity Endorsement]

MMFBA-08 3-2



#### Massachusetts Mutual Life Insurance Company [1295 State Street Springfield, MA 01111-0001]

☐ Check here if Purchase Payment is enclosed.

# Immediate Annuity Application For Contract Form MMFBA-05

Section 1 – Owner			
If the Contract Owner is a trust, we require a Certifica	*****	reement (F6734).	
1101100 (11100) 1110010) 11101101	n voe		
		Marital Status	
Tax I.D. #/Social Security #		State Where Employed	Massachusetts_
Form of Identification Driver's Lice			
State of Issue Mas Sachusetts	i.D. # <u>78</u>	9/12/4	xp. Date 01-01-3009
Owner is: Individual Corporate Custodia		<b></b>	
Permanent Street Address (do not use P.O. Box)			
Resident Address (City, State, ZIP)	Spring	tield ma	12345
Mailing Address (if different from above)	, ,		
Street Address			
City, State, ZIP	\ <u> </u>		
Daytime Telephone (413) 555-55	55	E-mail Address (optional)	Julea nome com
🜠 I certify that I am a U.S. person (U.S. Citizen or resi	ident alien), or U	I.S. legal entity (e.g., Corpo	ration/Partnership/LLC/Trust). If Legal
Entity provide business/purpose of Entity			
$\hfill \square$ I certify that I am NOT a U.S. person and that I am	a resident of _		(country).
Section 2 – Annuitant		(Leave blank if Annuitant	is also Owner)
Name (First, Middle, Last), Suffix	Doe		
	100 Par	-K Avenue	
Resident Address (City, State, ZIP)	ringfile	ld ma is	1345
Mailing Address (if different from above)	J	•	
Street Address		City, State, ZIP	
Daytime Telephone (413) 555-55	55		
E-mail Address (optional)		Tax I.D. #/Social Security	#
Date of Birth 01-30-1950	Gender	emale	Marital Status Married
Section 3 – Joint Annuitant	\	(Complete if selecting Su	rvivor Income Benefit)
Name (First, Middle, Last), Suffix			
Permanent Street Address (do not use P.O. Box)			
Resident Address (City, State, ZIP)			
Mailing Address (if different from above)			
Street Address		City, State, ZIP	
Daytime Telephone			
E-mail Address (optional)		Tax I.D. # /Social Security	r#
Date of Birth			Marital Status

1

Section 4 – Contract Market Type (select one)			
Non-Qualified  IRA Annuity  Other (specify):			
Section 5 – Purchase Payment			
Total Estimated Purchase Payment: \$ 10,000			
• If the Purchase Payment is from a Non-Qualified source, please comple	ete Section 6A.		
• If the Purchase Payment is from a Qualified source, please complete S			
<ul> <li>All payments/transfers/rollovers received within 60 calendar days from Our receipt of the first payment constitute a Single Purchase Payment. The Single Purchase Payment will be applied to the contract upon the earlier of: (a) Our receipt of all payments/transfers/ rollovers, or (b) 60 calendar days from Our receipt of the first payment. Prior to contract issue, any portion of the Purchase Payment received by us will not be credited interest.</li> </ul>			
• If the minimum Purchase Payment amount is not satisfied within 60 calendar days from Our receipt of the first payment, the Purchase Payment will be returned and no contract will be issued. If, on the 60th calendar day since Our receipt of the first payment, the amount received to date meets the minimum Purchase Payment requirement, We will issue the contract with the amount received to date regardless of the fact that the entire amount of the anticipated Single Purchase payment has not been received by Us. If You would prefer We open separate contracts at the time of each payment/transfer/rollover is received, please submit a separate application for each.			
Section 6 – Source of Purchase Payment	(Please check all boxes that apply.)		
A. Non-Qualified Plans	B. Qualified Rollovers		
	☐ IRA (i.e., Traditional, SEP, SIMPLE, etc.)		
☐ CD/Mutual Fund	Governmental 457 Deferred Compensation		
Non-Qualified Contract/1035 Exchanges Only  Qualified Plan (i.e., 401(k), Pension, or Profit Sharing Plan,			
☐ Trust Funds ☐ 403(b)/TSA			
Other	☐ Other		
Please complete the appropriate forms for any Non-Qualified 1035 exchanges.	Please complete the appropriate forms for any Qualified Rollovers.		
Section 7 — Beneficiary			
Vou must indicate the individuals that you wish to designate as your	hanafiniariae ne providad undar tha rulae halaw		

You must indicate the individuals that you wish to designate as your beneficiaries as provided under the rules below.

#### If the Owner is an Annuitant:

- . Upon the Owner's death, any surviving Annuitant has the right to receive any remaining payments under the contract. If there is no surviving Annuitant, the Beneficiary has the right to receive any remaining payments under the contract.
- . If a Beneficiary predeceases the last surviving Annuitant then, upon the death of the last surviving Annuitant, any remaining payments under the contract will be distributed pro-rata among the remaining Beneficiaries in the same class as the deceased Beneficiary, unless You instruct differently in writing.
- . Under a qualified contract with Joint Annuitants, the Joint Annuitant must be named as the sole Primary Beneficiary.

#### If the Owner is not an Annuitant:

- Upon the Owner's death, the Beneficiary becomes the Owner and has the right to receive any remaining payments under the contact.
- . Upon the death of the last surviving Annuitant, the Beneficiary has the right to receive any remaining payments under the contract.
- Only one Primary and one Contingent Beneficiary may be designated. If more than one Beneficiary is named in either category, We will treat the first named person in each category as the designated Beneficiary for that category.

In the event no Beneficiary is on record with Us, either by operation of the contract or by Your designation, remaining payments under the contract will be paid to the estate of the Owner.

Section 7 - Beneficiary (Continued)	
Primary Beneficiary Name (First, Middle, Last)	Date of Birth/ Social Security #/ Relationship Percentage Date of Trust Tax I.D # to Owner (must equal 100%)
Contingent Beneficiary Name (First, Middle, Last)	Date of Birth/ Social Security #/ Relationship Percentage Date of Trust Tax I.D. # to Owner
Payment Method — Please note that in situations Owner. There is a limit of no more than [four (4)] information in the "Miscellaneous Instructions/C Pay Annuity Payment to:   □ Owner	Check (default option if no selection is made) or Direct Deposit
Alternate PayeeStreet Address City, State, ZIP Tax ID #/Social Security #	
Section 9 – Replacement Information – O	
Will the annuity being applied for replace or cha annuity? If "yes," please complete the applicable Section 10 — Annuity Income Benefit Sele	
A.   Pension Income Benefit	B. Survivor Income Benefit Survivor Income %:

If the Annuity Contract is issued as an IRA, you may have additional limitations beyond what is allowed on the Contract.

Legacy Income %: \_\_\_\_\_

Benefit Period\_\_\_\_

C. Legacy Income Benefit

Evidence of Age is required for the Annuitant and the Joint Annuitant. Acceptable forms of identification must include a birthdate and may be a: [copy of a birth certificate, driver's license, marriage certificate, baptismal certificate, school records, military records, passport or voter registration card.]

D. Other Income Benefit

Other Income %:

Section 11 – Annuity Payment Information						
Type of Annuity Income Benefit Basis Requested:	Cost of Living	Increase Benefit]	Level Benefit			
Payment Frequency:	<b>™</b> Monthly [(defa	ault option if no selec				
Payment Dates Annuity Payments will begin one payment frequer Contracts issued on the 29th, 30th, or 31st of the m						
·	Payment date you want to receive your first Annuity Payment (optional): / /  Month Day (1-28) Year					
payment date above.  If you specify a payment date for the first Annuity Payment will be made on the next The payment date cannot be changed once Each Annuity Payment may be processed	• The Annuity Payment start date will be one payment frequency from Your Contract Date, unless you specified an earlier					
Section 12 – Miscellaneous Instructions/Co	mments		·····			
	<u> </u>		***************************************			

#### Section 13 - Fraud Notice

CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DC: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and / or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

CT, GA, NE, TX & VT: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an Application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

FL: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files an Application or statement of claim containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NJ: Any person who includes any false or misleading information on an Application for an insurance policy is subject to criminal and civil penalties.

NM: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an Application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OR: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an Application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

PA: Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

VA: None of the referenced Fraud Notices are applicable in the state of Virginia.

WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

All other states except VA Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an Application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

#### Section 14 – Agreements and Signatures

My signature below represents that the statements are true and accurate. I understand the following:

- Massachusetts Mutual Life Insurance Company will rely on the accuracy of these statements in issuance of this immediate
  annuity contract.
- This contract has no cash value and cannot be surrendered.
- Unless the Legacy Income Benefit is selected, annuity payments will cease upon the death of the Annuitant if only the Pension Income Benefit is elected, or upon the death of the surviving annuitant if the Survivor Income Benefit is also elected.
- The Annuity Income Benefits shown in Section 10 of this application cannot be added after issue of this contract.
- The Company will generally issue my Contract and apply my purchase payment within 2-5 business days of receiving it at the [Annuity Service Center or] lockbox if the information I have provided is complete. If the Company does not receive all the information needed to issue the Contract within 5 business days, the Company must either return my money or obtain my permission to keep it until all of the necessary information is received. By Signing Below, I understand that, if the Company is unable to issue the Contract by the 5th business day after receiving the purchase payment, my purchase payment will be held in a non-interest bearing suspense account and if the Contract that I applied for is not issued within 30 calendar days from the date the initial payment is received by the Company, my application will be withdrawn and the purchase payment will be returned to its original source.
- Authority of Producers. No producer can change the terms of this Application or any Contract issued by the Company. No
  producer can waive any of the Company's rights or requirements or extend the time for any payment.
- Changes and Corrections. Any change or correction of the application will be shown on an Amendment of Application attached to
  the Contract. Acceptance of any Contract issued shall be acceptance of any change or correction of the application made by the
  Company. However, any correction or change of amount, classification, or plan of annuity must be agreed to in writing.
- Taxpayer Identification. The Owner of the Contract applied herein certifies under penalties of perjury that 1) the Taxpayer Identification Number (TIN) provided in section one is his/her correct TIN 2) the Internal Revenue Service has not notified the owner that he/she is subject to backup withholding, and 3) that the owner is a U.S. person. If the owner is not a U.S. person, cross out the language in number three and provide IRS form W-8BEN.

# Section 14 - Agreements and Signatures (Continued) **Producer's Replacement Question** Does the Owner intend to replace, surrender, borrow against, sell or use any portion of an existing life Yes 🔀 No insurance policy or annuity contract to finance any portion of the policy being applied for? You must send in all required forms and notices signed and submitted with this Application. If Yes, is the replacement meant to be a tax free exchange under Section 1035 or a tax free rollover ☐ Yes ☐ No or trustee to trustee transfer? The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Owner's Signature Annuitant's Signature Joint Annuitant's Signature, if applicable Date Producer's Signature

Date

Phone Number

Print Producer's Name \_

 ${\it Company Tracking Number:} \qquad {\it FBA-SINGLE PURCHASE PAYMENT}$ 

TOI: A051 Individual Annuities - Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: FBA - Single Purchase Payment

Project Name/Number: /

# **Rate Information**

Rate data does NOT apply to filing.

MASS-125597175 SERFF Tracking Number: State: Arkansas 38654

Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number:

Company Tracking Number: FBA - SINGLE PURCHASE PAYMENT

TOI: A05I Individual Annuities- Immediate Non-Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Variable

Product Name: FBA - Single Purchase Payment

Project Name/Number:

# **Supporting Document Schedules**

**Review Status:** 

Certification/Notice Satisfied -Name: 04/07/2008

Comments:

Attached please find a Compliance Certification.

Attachment:

AR Compliance Certification.pdf

**Review Status:** 

Satisfied -Name: Application 04/07/2008

Comments:

The application which is being filed appears under the Form Schedule tab.

**Review Status:** 

Life & Annuity - Acturial Memo Bypassed -Name: 04/07/2008

N/A - This filing has no actuarial impact. **Bypass Reason:** 

**Comments:** 

**Review Status:** 

Cover Letter Satisfied -Name: 04/09/2008

**Comments:** 

Attached please find the Cover Letter which describes the details of this filing.

**Attachment:** 

ARfile.pdf

**Review Status:** 

Statement of Variability Satisfied -Name: 04/09/2008

Comments:

Attached please find the Statement of Variability.

Attachment:

Statement Variability.pdf

### STATE OF ARKANSAS

### **CERTIFICATION**

#### MASSACHUSETTS MUTUAL LIFE INSURANCE CO.

I certify that the form and submission comply with all laws, regulations, bulletins and published guidelines applicable to this type of form.

Natevidade A. Gomes

Assistant Vice President and Chief Compliance Officer

Title of Responsible Officer

Date



April 9, 2008

Mr. John Shields
Department of Insurance
1200 W. Third Street
Little Rock, Arkansas 72201-1904

RE: Massachusetts Mutual Life Insurance Company NAIC #65935; Group #435; TIN #04-1590850

Form #SP-MMFBA – Single Purchase Payment Immediate Annuity Endorsement

Form #MMFBA-08 – Contract Schedule for Immediate Annuity Contract

Form #AFBA-SA-08 – Immediate Annuity Application

Dear Mr. Shields:

The captioned forms for use with our Immediate Annuity Contract form # MMFBA-05 which was previously approved by your Department on September 13, 2005, are enclosed for your approval. These forms will be issued on a going forward basis for new contract owners only.

The purpose of this filing is to allow us to change the Immediate Annuity Contract form # MMFBA-05 from a "Flexible Purchase Payment" contract to a "Single Purchase Payment" contract.

These forms will be used for both the tax qualified and non-qualified markets, as appropriate. Solicitation will be conducted by properly licensed agents and brokers through direct contact with members of the public.

The material that is bracketed is intended to be illustrative and variable, and may be modified on a non-discriminatory basis. We have enclosed a Statement of Variability, which describes the parameters of the bracketing.

We have also enclosed a Certification of Readability which outlines the Flesch Readability Score for each applicable form.

At some point in the future, our Company may decide to change the policy print system that currently generates the above referenced policy forms. In this event, it is our understanding that certain print functions pertaining to a new policy print system may slightly alter the appearance but not the text of the policy forms.

If you have any questions regarding this filing, please call me at 1-800-234-5606, ext. 22715 or my associate, Frances Henderson at ext. 22776. My email address is <a href="mailto:ddecoteau@massmutual.com">ddecoteau@massmutual.com</a>. We would appreciate approval of these forms at your earliest convenience

Sincerely,

Diane Decoteau Compliance Specialist

Viane Versteau

#### **Statement of Variability**

The contract sets forth certain information that is enclosed within brackets. Such information is variable and may be changed, altered or amended by MassMutual. Some of the material, such as the name of the contract owner set forth in John Doe fashion, is unique to each contract owner and will vary from contract to contract.

The balance of the bracketed material will vary based upon a number of criteria, including but not limited to the market in which the contract is sold, the experience we anticipate and elections by the contract owner. All such variable data is determined prior to contract issue and once established remains constant for the life of that contract. Set out below are extracts from the Schedule Page for such variables, showing the range of value(s) that will apply for each variable under this contract. In addition, are brief explanations of the variable data for the Endorsement and Application.

Schedule Page Extracts				
Annuity Payment Frequency:	[monthly]	monthly, quarterly, semiannually or annually		
Survivor Income Benefit Percentage:	[67%]	if elected, 50% to 100%		
Legacy Income Benefit Percentage:	[50%]	if elected, 25% to 100%		
Legacy Income Benefit End Date	[09/15/20]	if elected, 5 years to life expectancy (from Contract Date)		
COLA Benefit: (if elected)				
Maximum Increase:	[5%]	4%, 5% or 6%		
To Age:	[90]	85 or 90		
Thereafter:	[3%]	3%, 2% or 1%		
Designated Month:	[July]	two months prior to month of Contract Date		
CPI Participation     Percentage:	[100%]	75% to 100%		
Purchase Rate Basis Calculation:				
Percent of A2000     Mortality Table:	[85%]	85% to 100%		
Percent of Projection     Scale G:	[100%]	50% to 100% but not less than 1% to 1.5%		

	T = =	
Maximum Interest Rate     Deduction:	[1%]	1% to 1.5%
Maximum Premium     Load:	[5%]	2.5% to 5%
Service Center:		May change based on service location
Commuted Value:		May depend on state requirements
ENDORSEMENTS/RIDERS		This field will display the Endorsement/Rider name for standard and elected benefits as applicable.
	Endorsemen	nt
Single Purchase Payment Immediate Annuity Endorsement		We have bracketed the Company address at the top of the form to allow for changes that may occur in the future.
		We have bracketed the titles, [Secretary] and [President] to allow for future change in the entities authorized to sign the contract endorsement documents.
	Application	1
Top of the form		We have bracketed the Company's address to allow for changes that may occur in the future.
Section 8 – Payee:		
Payment Method		We have bracketed the number [four (4)] to allow for changes in the number of Payees to be chosen.
Section 10 - Annuity Income Benefit Selection		
Evidence of Age:		We have bracketed the "Acceptable forms of identification", i.e. [copy of a birth certificate, driver's license, marriage certificate, baptismal certificate, school records, military records, passport or voter registration card] to allow for changes as standards of acceptability so dictate.

Section 11 - Annuity Payment Information	
• Cost of Living Increase Benefit:	This is an optional feature that may not be available at all distribution channels.
Payment Frequency:	We have bracketed [Quarterly, Semi-Annually, Annually] to allow for these payment frequency options in the future. If these options are offered in the future, then Monthly will be the default option if no selection is made.
Section 13 – Fraud Notice	We have bracketed the Fraud Notice section to allow for regulatory state changes to the state specific notices in the future.
Section 14 – Agreements and	
Signatures  • 5 <sup>th</sup> bullet	We have bracketed [Annuity Service Center or] in the fifth bullet to allow for changes in the future.